expense, where the policy expressly provides that the insured shall submit to examination under oath, and that the company shall not be held to have waived any forfeiture under the policy by an exammination so provided for.

COVENANT RUNNING WITH THE LAND.—Provisions in a deed, that the house shall set back a certain distance from the street, and not extend beyond a specified depth, so as to correspond to grantor's adjoining house, and that the elevation, material, and plan shall also correspond with such house, so as to form one building, are held, in *Welch* v. *Austin* (Mass.), 68 L. R. A. 189, not to be personal to the parties, but to apply in favor of their successors in title so long as the house first built on the granted premises stands.

DAMAGES—PROXIMATE CAUSE.—Although a tuberculous condition of the knee of a person whose leg was injured by another's negligence develops because tuberculosis was organic in the injured person, or because of mistakes in treatment, it is held, in *Chicago City R. Co.* v. *Saxby* (Ill.), 68 L. R. A. 164, that it cannot be said that it was not the consequence which might not naturally follow as a result of the injury, and that therefore the negligent person may be held liable therefor.

IMPUTABLE NEGLIGENCE.—The negligence of the driver of a fire engine in colliding with a street car is held, in *McKernan* v. *Detroit Citizens Street R. Co.* (Mich.), 68 L. R. A. 347, not to be imputable to a fireman engaged in his duties upon the engine, so as to defeat a recovery for injuries caused by the negligence of the car company.

BANKRUPT—ICE HARVESTING CORPORATION —"TRADING" OR "MERCANTILE" PURSUITS.—Where the proof shows that a company incorporated "to buy, gather, store and preserve ice, to prepare it for sale, transport it . . . and to sell the same," etc., never bought any ice except two or three times in twelve years, and then only for the purpose of supplying customers because of the failure of its own supply, gathered either from its own or leased property, it cannot be held to have been engaged principally in "trading" or "mercantile pursuits," within the meaning of the Bankrupt Act, 1898, and therefore not subject to adjudication as a bankrupt. *Matter of New York & New Jersey Ice Lines*, an alleged bankrupt, U. S. District Court, Southern District of New York, May, 1905, 14 Am. B. R., p. 61.

EXEMPTIONS—LIFE INSURANCE—STATE LAW—SECTION 70A CONSTRUED.—Under a statute exempting from all liability for any debt the proceeds or avails of "all life insurance," the proceeds of a semi-tontine or paid-up policy are exempt.